



GAIL FARBER, Director

## COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 10, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27 May 10, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

**SERVICES CONTRACT  
AWARD SERVICES CONTRACT FOR  
AS-NEEDED CHANNEL RIGHT-OF-WAY CLEARING SERVICES- WEST AREA  
(SUPERVISORIAL DISTRICTS 3 AND 5)  
(3 VOTES)**

### **SUBJECT**

This action is to award a contract to J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company a Local Small Business Enterprise for channel right-of-way clearing services in the western portion of County of Los Angeles.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for as-needed channel right-of-way clearing services - west area in the annual amount of \$872,003, which includes \$113,740 for disposal fee reimbursement to J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company. This contract will be for a term of 1 year commencing on June 1, 2016, or upon execution by both parties, whichever occurs last, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential term of 66 months with a maximum potential contract sum of \$4,796,017.
3. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director or her designee, J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company has successfully performed during the previous contract period and the services are still required; to

approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director or her designee, it is in the best interest of the County to do so.

4. Authorize the Director of Public Works or her designee to increase the contract amount each contract year up to an additional 10 percent of the contract sum for the initial term and each option year for unforeseen, additional work within the scope of the contract, if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to provide as-needed and intermittent vegetation, trash, debris, and brush clearing services to maintain various flood control channel facilities within the western portion of County of Los Angeles. The Department of Public Works has contracted for these services since 2000.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The contract is for an annual amount of \$872,003, which includes \$113,740 for disposal fee reimbursement plus 10 percent for additional work within the scope of the contract and to allow for an annual cost-of-living adjustment in accordance with the contract with a maximum potential contract sum of \$4,796,017. This amount is based on the unit prices and hourly rates quoted by the contractor and Public Works' estimated annual utilization of the contractor's services.

Funding for these services is included in the Internal Service Fund Fiscal Year 2015-16 Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's optional years, cost of living adjustments, and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company, located in Pomona, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. This contract will commence on June 1, 2016, or upon execution by both parties, whichever occurs last. With the Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.

The contract's agreement will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract agreement with J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Data regarding the proposers' minority participation is on file with Public Works.

Pursuant to the applicable memorandum of understanding, the Request for Statement of Qualifications (RFSQ) was submitted on October 22, 2015, and the Invitation for Bids (IFB) for this service was submitted on January 12, 2016, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with the Board's Policy approved on January 29, 2002.

## **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (h) of CEQA.

## **CONTRACTING PROCESS**

On October 26, 2015, a notice of the RFSQ was placed on the County's "Doing Business With Us" website (Enclosure B), "Public Works Business Opportunities" website, and Twitter. Also, Public Works informed over 1,200 local small business enterprises and 298 independent contractors and community business enterprises about this business opportunity.

On November 24, 2015, and December 7, 2015, total of four Statements of Qualifications were received. The statements were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. All four statements met these mandatory requirements. These four statements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, and references. Based on this evaluation, Public Works selected four responsive and responsible vendors.

On January 12, 2016, Public Works issued an IFB soliciting the four responsive and responsible vendors established from the RFSQ to accomplish this work. The four qualified vendors were asked to bid on the as-needed channel right-of-way clearing services - west area described herein.

On January 25, 2016, four bids were received for as-needed channel right-of-way clearing services - west area. The annual bid amount from J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company is \$758,263, which was the lowest bid. Public Works has estimated that \$113,740 annually is needed to reimburse the contractor's paid disposal fees. It is recommended that this contract be awarded to the apparent responsive and responsible lowest bid proposer, J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Architectural Engineering Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The script is cursive and fluid.

GAIL FARBER

Director

GF:JQ:so

Enclosures

c: Chief Executive Office (Rochelle Goff)  
County Counsel  
Executive Office

AGREEMENT FOR  
AS-NEEDED CHANNEL RIGHT-OF-WAY CLEARING SERVICES – WEST AREA  
(2016-AN003)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and J. OROZCO ENTERPRISES, INC., DBA OROZCO LANDSCAPE AND TREE COMPANY, a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 25, 2016, hereby agrees to provide services as described in this Contract for As-Needed Channel Right-of-Way Clearing Services – West Area (2016-AN003).

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1 (Supplemental), Performance Requirements Summary; Exhibit G, Typical Channel Drawing; Exhibit H, Vehicle and Walk Access Drawing; Exhibit I, Channel Right-of-Way Clearing Report; Exhibit J, Waste Discharge Requirements; Exhibit K, Bid Submission Instructions; Exhibit L and Exhibit M were intentionally deleted, Exhibit N, Maps of Channels for the Flood Control Facilities in the West Area; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications; and Addenda to the Request of Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$872,003, which includes \$113,740 for disposal fee reimbursement, per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on June 1, 2016, or upon execution between both parties, whichever occurs last. The County shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of 66 months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as

of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508.

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S



IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy

J. OROZCO ENTERPRISES, INC.,  
DBA OROZCO LANDSCAPE AND TREE  
COMPANY

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name



## Bid Detail Information

**Bid Number :** PW-AED956

**Bid Title :** RFSQ for As-Needed Channel Clearing Services

**Bid Type :** Commodity

**Department :** Public Works

**Commodity :** GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.

**Open Date :** 10/26/2015

**Closing Date :** Continuous

**Bid Amount :** \$ 0

**Bid Download :** Not Available

**Bid Description :** PLEASE TAKE NOTICE that Public Works requests statement of qualifications (SOQ) for the contract for As-Needed Channel Clearing Services (2015-SQAN007). The purpose of this solicitation is to establish a qualified list of contractors that can perform work under this Master Agreement when the County anticipates the need for channel clearing services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Janet Lee at (626) 458 7167 or [jalee@dpw.lacounty.gov](mailto:jalee@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION.  
ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT  
<http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

Subcontractors are not allowed for this service except for the use of services of an arborist and/or a horticulturist.

1. Proposers must have a minimum of three years of experience providing landscaping services similar to the service being solicited.
2. Proposer must submit a copy of a valid and active State of California Contractor's Class C-27 (Landscaping Contractor) license.
3. Proposer must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). Proposers who do not possess the permit at the proposal deadline date may submit other forms of verification including, but not limited to, a copy of DPH's invoice to Proposer for permit fees along with a copy of proof of payment, such as a cashier's check, money order, or cancelled check (showing payment to DPH at least five days prior to the proposal submission).
4. Proposer and/or its subcontractor employee(s) must submit a copy of a valid and active arborist and/or horticulturist certification.
5. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

Once the need to utilize the contractor's services is identified, Public Works will send out an Invitation for Bids to all contractors determined to be qualified through this solicitation process ("Qualified Contractors") with a specific work description, price sheets, and may include additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to the established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

Public Works may release an Invitation for Bids to Qualified Contractors in the near future. This RFSQ process may take several weeks to process before a Qualified Contractor list is generated. Therefore, it is imperative that Proposers return all SOQ material no later than November 23, 2015, at 5:30 p.m.

SOQ that are not submitted by November 23, 2015, may not be reviewed until April 1, 2016. SOQ will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works Cashier's time stamp.

**Contact Name :** Ms. Janet Lee

**Contact Phone# :** (626) 458-7167

**Contact Email :** [jalee@dpw.lacounty.gov](mailto:jalee@dpw.lacounty.gov)

**Last Changed On :** 10/26/2015 8:36:13 AM

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